

**STATE OF ILLINOIS  
CONTRACT**

Illinois Department of Corrections  
Individuals In Custody Electronic Communication Services  
23-426DOC-CENTO-B-33977

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
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In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

**STATE OF ILLINOIS  
CONTRACT**

Illinois Department of Corrections  
Individuals In Custody Electronic Communication Services  
23-426DOC-CENTO-B-33977

**VENDOR**

Vendor Name: Global Tel*Link Corporation	Address: 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
<b>Signature:</b>	Phone: 709-955-3910
Printed Name: <a href="#">Click here to enter text.</a>	Fax: 703-435-0980
Title: <a href="#">Click here to enter text.</a>	Email: <a href="#">Click here to enter text.</a>
Date:	

**STATE OF ILLINOIS**

Procuring Agency: Illinois Department of Corrections (IDOC)	Phone: 217-558-2200
Street Address: 1301 Concordia Ct	Fax:
City, State ZIP: Springfield, IL 62794	
<b>Official Signature:</b>	Date:
Printed Name: Rob Jeffreys / James Deen	
Official's Title: Director / CFO	
<b>Legal Signature:</b>	Date:
Legal Printed Name: <a href="#">Click here to enter text.</a>	
Legal's Title: <a href="#">Click here to enter text.</a>	
<b>Fiscal Signature:</b>	Date:
Fiscal's Printed Name: <a href="#">Click here to enter text.</a>	
Fiscal's Title: <a href="#">Click here to enter text.</a>	

**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 23-426DOC-CENTO-B-33977
- Project Title: EMERGENCY - Individuals in Custody Electronic Communication Services
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): Emergency
- IPB Reference #:
- IPB Publication Date:
- Award Code: E
- Subcontractor Utilization?  Yes  No      Subcontractor Disclosure?  Yes  No
- Funding Source:
- Obligation #:
- Small Business Set-Aside?  Yes  No      Percentage:
- Minority Owned Business?  Yes  No      Percentage:
- Women Owned Business?  Yes  No      Percentage:
- Persons with Disabilities Owned Business?  Yes  No      Percentage:
- Veteran Owned Small Business?  Yes  No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

**1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Corrections (IDOC) requires the vendor to provide the following: 1) inbound/outbound electronic messaging services between IDOC offenders and their approved visitors using digital IP Internet Protocol (IP) based technology, 2) Electronic funds transmission services, 3) legal library publication search with printing and 4) provide the equipment and software to enable offenders to purchase music files in mp3 format. These services will be delivered at all IDOC facilities.

### 1.1.1. General

1.1.1.1 The vendor will provide all materials, labor, tools, supplies, hardware, software, travel expenses for vendor's staff, cables, connectors, interfaces, documentation for all components, and any other items necessary to implement, complete, manage, schedule and maintain a fully functional video visitation system, with the additional requested components, at no cost to the Department of Corrections. Hardware and software must be installed in accordance with manufacturer's instructions and specifications.

1.1.1.2 The vendor will provide to the department at no cost to the department, literature to support each of the services covered by this contract. All literature will be reviewed and approved by IDOC prior to distribution to facilities, as well as to friends and family members of offenders. Literature may include posters, flyers, and mailers; literature will be provided in both English and Spanish.

1.1.1.3 The department will provide necessary electricity to the hardware installed.

1.1.1.4 The vendor will work with the department at no cost to the department, to design and develop data interfaces to share appropriate offender information with the vendor. As well as to share offender communication information with IDOC. Interface design and timing will be determined during the planning phase of the project.

1.1.1.5 The vendor will ensure that all screens, hardware and software are in accordance with the Illinois Information Technology Accessibility ACT (IITAA) Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30ILCS 587. Vendor will ensure that men and women with disabilities including, but not limited to, those who are blind, deaf and hard of hearing, or without the full use of their hands will be able to take full advantage of all the equipment and software provided by Vendor. Vendor will provide, at no additional cost, any accessories, training or upgrades necessary for these individuals to operate the equipment and software, applications.

### 1.1.2. Equipment

1.1.2.1 Kiosks/Stations - The vendor will provide video visitation stations that are detention/corrections grade enclosures, and they will be equipped with armored

handsets. The stations will be indexed and uniquely identifiable by location. Stations located in public areas may be equipped with two handsets; stations in offender areas will have only one handset. Handset cord length shall be 24 inches, unless otherwise requested by designated department staff, but in no event longer than 36 inches. All stations will be located in supervised areas.

- 1.1.2.2 The vendor will provide video visitation stations with screens in accordance with the Illinois Information Technology Accessibility Act (IITAA).
- 1.1.2.3 Printers – The vendor will provide color printers, paper, envelopes, and color ink for offenders to use for documentation using legal research and electronic messaging. Configuration of printers will be addressed as part of the implementation planning.
- 1.1.2.4 Tablets/Players –The vendor shall maintain service and provide maintenance on current tablets/players. GTL will no longer enable the 1.5 tablet for wireless connectivity because of the lack of stability in a wireless environment. Offenders who have a wireless 1.5 player have the option to convert back to a wired player or receive a \$50 rebate to upgrade to a 2.0. The 1.0 is no longer available and the wired 1.5 will be supported until stock is depleted. Sync stations will remain in place. Vendor will provide additional syncs upon agency approval in critical areas. Vendor shall make whole any offender who lost purchased music because of an upgrade with concessions equal in value or return original purchased music.
- 1.1.2.5 The parties may also agree to implement a Tablet loaner program, whereby inmates would have use of Tablets on a loaner basis and would be able to buy access to different tiers of content on a per-minute of use basis.

### **1.1.3. Installation**

- 1.1.3.1 The vendor and the department will conduct a site survey of each identified site. From this survey the vendor shall provide the department with recommendations for number and locations of stations and printers. Initial estimate is 1 station per 100 offenders, depending on power and video network connection availability.
- 1.1.3.2 All infrastructure including wiring and cabling will be considered IDOC property after installation. IDOC agrees to allow the vendor access to any dark fiber or spare inter-building cable pairs for use to facilitate connectivity from the end user (inmate) device to the control unit (servers) within each facility. In the event dark fiber or inter-building spare cable pairs are not available, IDOC agrees that the vendor will be allowed to use existing conduit, raceways and innerduct to install additional fiber or copper, at vendor's expense. If such conduit, raceways or innerduct is not available vendor will install at no expense to IDOC. Additionally, if cable pairs or fiber are needed by IDOC the vendor will forfeit IDOC cable pairs or fiber and install additional cable pairs or fiber, at vendor's expense. Fiber installs must meet DoIT standards. All equipment, including kiosks, printers and computer workstations will remain the property of the vendor.
- 1.1.3.3 The department must approve the recommendation prior to installation work initiation.

#### 1.1.4. Maintenance

- 1.1.4.1 The vendor shall replace any kiosk damaged by offenders at no cost to the state, provided, the state shall cooperate in good faith with the vendor to allow recovery from the offender(s) causing the damage to the total cost of repair or replacement of the damaged kiosk.
- 1.1.4.2 The vendor will provide a toll-free Technical Support number that is operational 24/7/365. Technical issues shall be addressed within 48 hours, to the extent reasonably feasible.
- 1.1.4.3 The vendor, at no charge to the Department of Corrections, will provide to the Department of Corrections any and all upgraded versions of the software and/or hardware covered in the contract that becomes available to the vendor, including any necessary software and hardware patches. The vendor will coordinate with the IDOC to complete upgrades.
- 1.1.4.4 The vendor shall provide the following warranty and repair procedures for the MP3 player or earphones:
  - 1.1.4.4.1 The vendor will provide a one hundred- and eighty-day (180) day warranty from the date of shipping by vendor against defects in materials or workmanship when the device is used normally and in accordance with manufacture specifications, subject also to terms and conditions that accompany the device.
  - 1.1.4.4.2 To report a fault for an MP3 player the offender must log onto a kiosk and complete a maintenance form explaining the problem which has occurred. A notification will be sent through to the Vendor's Platform detailing particulars of the request.
  - 1.1.4.4.3 If a fault has been reported, the system will generate a RMA number (Return Merchandise Authorization). Pre-post shipping envelopes will be provided to enable offenders to return their players and write the RMA number on attached label.
  - 1.1.4.4.4 Repair / Replacement Complete
    - 1.1.4.4.4.1 The tablet will be examined for manufacturer defects and either repaired or replaced with a refurbished player. The device will be returned to the offender within twenty- one (21) working days if terms and conditions of the warranty are met. If the terms are not met the offender will be required to purchase a new MP3 player.
    - 1.1.4.4.4.2 The tablet initially deployed at Phase I facilities (referred to as the 1.0 or 1.5 Tablet) is no longer available for purchase. Only offenders that currently own a 1.5 tablet can purchase a replacement 1.5. Once 1.5 stock is depleted, the 2.0 is the only tablet option until further notice.

#### 1.1.4.4.5 Purchased Media

1.1.4.4.5.1 The system maintains a record of each offender purchase to enable restoration of purchased media.

1.1.4.5 The Vendor will provide tablet “Flashing” Services for each GTL tablet to ensure data is accessible by the upon parties leaving the custody of IDOC.

#### 1.1.5 Video Visitation

1.1.5.1 The vendor will provide equipment and software necessary to facilitate video visitations between offenders and approved friends and family. The location and number of kiosks needed per IDOC facility will be determined in the implementation planning phase of the project. The parties may agree to add kiosks at a later date depending on operations needs of each facility and for the department as a whole.

1.1.5.2 The vendor will provide the VisManager system to allow the department to monitor visits live at all facilities. The system will allow live monitoring of up to 8 visits at one time; monitoring is possible for either side of the visit. The system will allow IDOC staff to interrupt the visit with either or both parties. The department will identify configuration preferences as part of the implementation planning.

1.1.5.3 Vendor network shall be independent of the IDOC LAN/WAN. System components shall not affect the functions or operations of other hardware or systems operating in the IDOC and must operate on the hardware on which it is installed.

1.1.5.4 The vendor shall ensure that data captured by the vendor’s system should be in a format that can integrate with current common database technologies.

1.1.5.5 The vendor’s system must have the ability to notify IDOC personnel through email or text message when identified offenders are scheduled for visits.

1.1.5.6 The vendor’s system must have a suitable browser/interface mechanism to provide the capacity for IDOC staff to monitor video visitations in real time at each correctional facility.

1.1.5.7 The vendor must record all video visits; recorded visits shall be saved and stored for future use. IDOC shall have the ability to search, access, and save externally stored data. Automatic playback in simultaneous audio and video modes for security purposes should be made available.

1.1.5.8 Recorded visits must be stored and maintained by the vendor for the duration of the contract and there must be sufficient guards against recording failures.

1.1.5.9 Recorded visits must be centrally located and accessible remotely via secure web connection.

1.1.5.10 The vendor shall provide and manage a scheduling system that will allow a visitor to schedule a visit by either on-line or via Lobby Kiosk.

- 1.1.5.11 The vendor will verify that the visitor is on the offender's approved visiting list supplied electronically by the IDOC. The Visitor will schedule the visit with the offender by a secured web-based application. This scheduling component shall comply with all IDOC visitation policies and procedures to ensure that sessions only occur as authorized and with IDOC approved visitors.
- 1.1.5.12 The system must provide the ability for IDOC staff to adjust scheduled visitation time and length of any or all video visitation conferences before the conference.
- 1.1.5.13 The system must include administrative control over user levels, in order to allow an administrator to account the ability to set up users and level of access based on a variety of factors.
- 1.1.5.14 The system must collect the visitor's verifiable information and be readily accessible and searchable by IDOC personnel.
- 1.1.5.15 The IDOC will provide the vendor through an agreed upon electronic file format with a listing of each offender's approved visitor list. The vendor will be responsible for tracking this information to ensure only approved visitors can schedule visits.
- 1.1.5.16 The IDOC will provide the vendor with all administrative rules and policies regarding visitation. IDOC will provide any updates to visitation policies as they occur.

#### **1.1.6 Electronic Messaging Component**

- 1.1.6.1 The vendor will provide Message2you, a secure electronic messaging tool that allows for controlled communication between offenders and their families and friends. The tool will be configured to allow photographs to be sent and viewed as part of a separate message sent to offenders. The department will not allow offenders to attach and send photographs. The department will not allow videos to be attached to any message.
- 1.1.6.2 The vendor will configure Message2you to allow for one-way and two-way communications to occur between offenders and third-party users with a capability for the offender to print their message for a fee.
- 1.1.6.3 The vendor will provide an Intelligence Gathering Application along with Message2you as a secure logon web application allowing staff to view and analyze offender transactions. The Intelligence Gathering Application shall provide the ability to:
  - 1.1.6.3.1 Flag emails for review based on specified criteria.
  - 1.1.6.3.2 Send email alerts to intel staff based on specified criteria
  - 1.1.6.3.3 Allow DOC staff to impose restrictions on communications
  - 1.1.6.3.4 Allow DOC staff to see connections between third parties and offenders at the same or different facilities.
  - 1.1.6.3.5 Search across emails for key words or phrases



1.1.6.3.6 Allow DOC staff to set automatic key word searches

1.1.6.3.7 Allow DOC staff to edit and change the key word search

1.1.6.4 All electronic communications between an offender and a third-party user will be saved in the messaging archive, allowing intel staff to search, sort and analyze communications. Messages will be stored with corresponding third-party information supplied, such as name, email address, physical address, and other identifying information that is collected and may be lawfully provided.

1.1.6.5 Language interpretation capabilities shall be included. The system will incorporate a translation function which can identify other languages and translate messages into English. Initially, the translation function will be limited to Spanish to English and English to Spanish. The parties may agree to add such as other languages as available from time to time.

1.1.6.6 Offenders with access to two-way messaging should be able to view the approved two-way electronic messaging they receive on the kiosks. Vendor will provide incoming message printing option for offenders.

#### **1.1.7 Electronic Funds Transmission Services Component**

1.1.7.1 The vendor will provide electronic fund transmissions services to offender trust fund accounts through OffenderConnect.com accessed online or through walk-up self-service kiosks.

1.1.7.2 The Department of Corrections hereby appoints Vendor as an authorized agent for the purpose of collecting and processing trust accounts (collectively, "Inmate Services") funds ("Funds") from: (1) cash ("Cash Only"), credit or debit payments at IDOC Facility lobby kiosks, (2) credit or debit payments via a Web Payment service, and (3) any other payment method agreed upon by the parties.

1.1.7.3 Department of Corrections expressly acknowledges that receipt of the Funds by Vendor as authorized agent will be treated by State as if State had received the Funds directly from the customer whether or not State actually receives the Funds. Department of Corrections also agrees that inmates will receive Inmate Services whether or not State receives the Funds. Vendor agrees to indemnify Department of Corrections for direct losses arising from Vendor's failure to remit the Funds to Department of Corrections.

1.1.7.4 The vendor will incur all costs associated with any programming that is agreed upon by the parties for OffenderConnect.com on information, security and intelligence requirements. Specific programming will be determined during the planning phase.

1.1.7.5 The vendor will supply the State with all maintenance and supplies (paper, bill cartridges, etc.) required to operate Lobby Kiosks. The State will provide appropriate network and internet connectivity to facilitate the operation of the kiosk software. In the event that any IDOC visitor damages any kiosk, the State will call local authorities.

- 1.1.7.6 The State also acknowledges that due to the weight and bulk of the kiosk units, there is a risk of injury should the unit be tipped over onto a bystander. The State agrees to allow the kiosk units to be appropriately fastened based on their location to ensure the safety of staff, inmates and the general public who may use the kiosk in accordance with their intended use.
- 1.1.7.7 The vendor will certify each electronic funds transfer PCI (Payment Card Industry) compliant.
- 1.1.7.8 In its capacity as an authorized agent for the Department of Corrections (as further described in Section 5.2.3 below), the vendor ensures that all money (from all sources) deposited in any day will be processed through the Automated Clearing House (ACH) to the proper bank accounts as determined by IDOC the next business day.
- 1.1.7.9 IDOC will provide the vendor with the proper bank accounts during the Implementation phase. The vendor will also collect (itself or via a subcontractor) the "Cash Only" transaction revenue from the kiosks. "Cash Only" and Credit card transactions will be deposited via ACH net of agreed upon fees per section 2 of the contract.
- 1.1.7.10 GTL will process collection of cash accepting Kiosk units based upon the volume and capacity of the machine.
- 1.1.7.11 GTL's Kiosk Dispatch team will base all schedule collection on the daily cash bill count in each machine on each banking day. Collections will be based on a "days to full" method and the Kiosk Desk will dispatch the courier when each machine is no less than 3 business days to full.
- 1.1.7.12 Deposits made to offender accounts will not be affected by the cash collection process. Offender deposit amounts will be credited the next business day once the transaction is complete between the user and the Kiosk machine.
- 1.1.7.13 The vendor may make modifications to, among other things, the following, to reflect the relationship among Vendor, State, and senders of the Funds: its form of transaction record or receipt information (including email confirmation receipt), Web Payment terms and conditions and service description, computer terminal configuration and display, and transaction report format.
- 1.1.7.14 The vendor will provide IDOC with automated emails daily relaying the total amount of money to Automatic Clearing House and a listing of the individual transactions. IDOC will work with the vendor during the implementation phase to format the daily email to establish the needed format and file types. IDOC will work with the vendor to develop and format all reports necessary to reconcile and report on all Electronic Funds Transfer (EFT) transactions during the implementation phase.
- 1.1.7.15 The vendor will provide OffenderConnect as the point-of-sale system. The system will ensure the sender a.) has indicated the offender's name and identification number; b.) the number is validated and c.) the sender understands the limitations of no refunds or

transfers. The vendor will continue to collect identifying information about the Funds transmitters funding the Inmate Services by credit card using its existing procedures.

- 1.1.7.16 The vendor will not have the right to reverse the funds out of IDOC bank accounts, and the vendor assumes all risk associated with the transfer. The vendor understands there will be no refunds or transfers of funds once the transaction is completed. The vendor will also assume the liability for any and all fraudulent transactions accepted through the kiosks including, but not limited to counterfeit bills and credit card charge backs. In the event that counterfeit bills are accepted by the kiosks, Vendor will reimburse State for any loss suffered due these bills being accepted.
- 1.1.7.17 The vendor shall work with IDOC to develop a mechanism for offenders to view account transaction histories and running balances without facility staff involvement. A system shall be developed to exchange data with the IDOC offender banking system, including but not limited to bank balances and transaction information.
- 1.1.7.18 The vendor will work with IDOC technical staff (at no charge to the Department of Corrections) in order to ensure the existing programming and information delivery structure is adhered to, including but not limited to sufficient data interchange to validate offender identities.
- 1.1.7.19 The vendor will incur any and all costs associated with the programming for delivery of the information to the Department of Corrections, the banking facilities and any other records needed.
- 1.1.7.20 The vendor will provide a secure website for the Department of Corrections to use in reviewing transactions. The website should allow the Department of Corrections designated staff to review all incoming transactions for all sites for the Department of Corrections.
- 1.1.7.21 The vendor will designate a single point of contact for the Department of Corrections, and all issues must be routed through the person designated. The depositor/senders must be informed they are not to directly contact the Department of Corrections. Additionally, vendor should inform the depositors/senders the transaction may take 24-48 business hours to post to the offender's account.

#### **1.1.8 MP3 Player Program Component**

- 1.1.8.1 The vendor shall provide a tablet and accompanying software tool (Media4you) allowing offenders to browse available selections by song title, genre, or artist. Offenders may select an item and upon connection to the Genesis kiosk selection is confirmed. Payment is taken from identified available funds – see Section 2 (Pricing) for additional detail.
- 1.1.8.2 The vendor shall provide its platform along with the player and software, allowing department staff to control which kiosks an offender may use for downloading MP3 items. The Vendor's Platform will allow department staff to change the status of a device for a lost or stolen player and suspend ability to purchase new titles for given periods.

The Vendor's Platform will also allow the department to approve digital items added to the digital media shop available to offenders.

- 1.1.8.3 The player, once activated, shall provide tablet identification information including the offender IDOC number, the offender name, and a security timer. The vendor will configure the players to require connection to the kiosk at least every 60 days. The vendor shall configure the security time to reset after each connection.
- 1.1.8.4 Tablet shall have the ability to be unlocked upon release of the offender for continued use for a one-time fee in the sum of twenty-five Dollars (\$25), in addition to any shipping and handling costs, both paid by the released offender to the vendor. The offenders paid for it in the first place and then they pay again?
- 1.1.8.5 The vendor must secure contractual rights to distribute major music label digital media. The vendor shall at all times offer a minimum of 1 million song titles available for purchase, as well as educational (audio) books and approved religious material. Content shall be available in MP3 format at a bit rate of 128 or higher.

#### **1.1.9 Legal Research Software Tools**

- 1.1.9.1 Vendor will provide through LexisNexis electronic legal research tools for offenders to access current primary and secondary legal resources at designated stations. This research tool is designed to be comprehended by people with a sixth grade reading level, along with tutorials and online help to aid the offender with how to use the tool. The LexisNexis tool will provide keyword and phrase search capabilities, as well as a searchable table of contents. Tool will allow for forward and back to review search results. Tool will allow multiple sources to be open. The tool will be configured to ensure that no searches or bookmarks will be saved. See Attached listing of LexisNexis Legal Research Content.
- 1.1.9.2 The vendor will provide the department with a secured, browser-based service to generate reports, on demand, based on usage, and number of searches. On a monthly basis the vendor shall submit the following usage reports (indicating the number of searches, and length of time) to the designated department administrator by offenders, and by site.
- 1.1.9.3 Legal research materials shall be provided in electronic format. In rare instances, the IDOC may agree to specific material being provided in hard copy. Requests to provide material in hard copy will be submitted to the Statewide Law Librarian.
- 1.1.9.4 The vendor shall provide applicable updates to all research libraries at regular intervals but no less than quarterly.
- 1.1.9.5 The vendor will provide toll-free access to LexisNexis tech support dedicated to supporting prison staff available 24/7/364 days a year (support line is unavailable from 6:00 PM(EST) December 24 through noon EST December 25.

### **1.1.10 Investigations Tools**

- 1.1.10.1 The vendor will provide an Intelligence gathering module that collects data from inmate services as well as video visitations.
- 1.1.10.2 Will provide graphical interface illustrating trends in individual or group user interactions
- 1.1.10.3 The vendor will provide training, as well as training materials, at no cost to the department, to department staff.

### **1.1.11 Technical and General Requirements - Vendor Hosting Requirements**

- 1.1.11.1 Facility – The facility where the application is hosted must be a Tier II equivalent facility with N+ 1 capability for all HVAC, electrical, UPS and generator facilities. Facility must have dual instances for power and network / Internet connectivity.
- 1.1.11.2 Redundancy – the vendor will provide off-site redundancy of all server system components and replicated data with redundant SAN connectivity.
- 1.1.11.3 Backup – the vendor will locate redundant data centers in geographically dispersed areas of the U.S. Locations are: Mobile, Alabama, and Houston, Texas. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for off-site systems should be less than 12 hours and 4 hours respectively. The off-site redundant system should be housed at a separate geographical location (> 100 miles) in case of a catastrophic event.
- 1.1.11.4 Service Level Agreement – The vendor must maintain and support the application through an off-site hosting service. The vendor must provide the Department of Corrections with a comprehensive Service Level Agreement (SLA) See Attachment B Software Support Priority Matrix.
- 1.1.11.5 Service Availability – The vendor agrees to guarantee 99.99% service availability of the hosted system.
- 1.1.11.6 Scheduled Outages – the vendor agree to schedule changes/outages between 2:00 AM and 6:00 AM on Saturday or Sunday. Vendor will publish a notice of scheduled maintenance at least 48 hours in advance via the system website. The vendor must notify DOC of ALL planned outages and must give approval to any outage outside the scheduled change window. The vendor will provide monthly uptime reports to DOC for all components of the system.
- 1.1.11.7 Database Maintenance – The vendor agrees their system will support all record maintenance functions associated with database management systems. Users with proper access rights are able to create, read, update, delete, re-index / reorganize records from the system database.
- 1.1.11.8 Hardware and Software Upgrades and Modifications – The vendor agrees all software installations and upgrades of any out of the box product will be the responsibility of the Vendor. Vendor will also be responsible for upgrading other software and hardware required to maintain the hosted environment. The vendor must notify DOC of all future

upgrades and modifications to the application, in accordance with the Service Level Agreement. The vendor shall provide quarterly updates of the legal research software to ensure DOC has the most current resources; software update installs shall be able to be completed in an easy and time efficient manner.

1.1.11.9 Software Licensing – Vendor must provide a detailed explanation of the licensing requirements of the system in total broken out between hardware and software where applicable. This licensing detail must include, at a minimum, an explanation of all of the following that apply: end-user licensing, software module licensing, concurrent user licensing, per-user licensing, per-seat licensing, perpetual per-server licensing, license maintenance, third-party software licensing, and other licensing requirements including necessary database licenses.

1.1.11.10 Change Management – Vendor must have documented change management policy and procedures in place and share them with the Department of Corrections.

1.1.11.11 Source Code Management – Where the IDOC seeks to modify requirements from what is provided in this contract, the vendor and the DOC will work in good faith on reaching agreement on associated software and hardware changes.

1.1.11.12 Defect Tracking – The vendor agrees to assign defects priorities based on how they impact DOC. Priority 1 are defects reported by DOC and are resolved on an average of 17 days. Priority 1 defects uncovered as part of an upgrade or production system stand up are resolved on an average of 8 days. Lower level defects are typically released during quarterly services releases or during a major system release occurring once or twice annually. The vendor agrees to notify DOC of the priority assigned and the estimated date of resolution, vendor further agrees to provide monthly updates on outstanding defects.

1.1.11.13 System Support – the vendor will provide 24/7/365 toll free access to technical service, answered at all times by a live GTL professional technician to assist with problem analysis and provide instructions for troubleshooting problems. When problems or requests cannot be handled remotely, the site service technicians dedicated to DOC will be dispatched to the site. Vendor shall provide (3) field technicians, and (1) Site Administrator.

1.1.11.14 Escalation Policy – See Attachment B Software Support Priority Matrix.

#### **1.1.12 DATA BACKUPS AND RECOVERY**

1.1.12.1 Backups – The Vendor agrees to maintain a robust and reliable data backup system. The Vendor will perform a daily backup of the data and systems either disk-based or tape media. Vendor will maintain 60 days of data backups. At least one weekly copy of the data and systems backups shall be archived and securely transported to a secure external site. Daily backup reports of all successful/failed systems backups/archives must be provided to the Department of Corrections. Data recovery must be accomplished with a minimum slowdown of system functions.

1.1.12.2 RTO and RPO Objectives – The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for off-site systems must be less than 12 hours and 4 hours respectively.

### **1.1.13 AUDITING AND SECURITY**

1.1.13.1 SAS 70 Audit (SSAE 16 effective June 15, 2011) – Vendor must have an annual SAS 70 Type II audit (SSAE 16 effective June 15, 2011) covering the services that are provided and provide a copy of said audit along with the detailed field summary.

1.1.13.2 Audit Trail – The system must maintain an audit trail of all database transactions (add, change, delete) identifying the individual performing the transaction, the date and the time, and the original data in instances where changes are made.

1.1.13.3 Audit Report Access – Users of the system with appropriate security must be able to view and print an audit report to identify any changes to the records, who access the record and when the access occurred.

1.1.13.4 Compliance Audit and Fines – Vendor is responsible for any software compliance audit and fines. The type of audit would be a software compliance audit performed by a software company to ensure that the license holder has not exceeded the number of licenses entitled. If exceeded, the software company may charge for the additional licenses being used. If a licensing discrepancy is found as a result of a software company-conducted license compliance audit, the vendor is responsible for any licensing discrepancy true-up costs and/or fines levied by the auditing software company.

1.1.13.5 Security Audit – Vendor must perform an annual security audit, including a vulnerability assessment. Upon request from the Department of Corrections, Vendor shall provide the Department of Corrections with reports regarding security testing.

1.1.13.6 Security Incidents – Vendor must have a documented security incident policy and procedure. Copy of the policy has been delivered to the department, the vendor will provide an updated copy if there are changes to this policy.

1.1.13.7 Security Breaches – Vendor confirms its understanding and agreement that the vendor must promptly (within 4 hours) report to the IDOC any security breach incidents resulting in data governed by this contract being compromised .

1.1.13.8 Confidentiality and Access – Vendor must assure confidentiality of Department of Corrections data and have policies and procedures, and processes in place to ensure confidentiality of data. Vendor will make these documents available to the Department of Corrections upon request.

1.1.13.9 Vendor Employees – Vendor must provide a list of its officers, employees, and agents, and those officers, employees, and agents of its contractors and subcontractors, who will be working in IDOC facilities. The list shall include the name, date of birth, and social security number of each such individual officer, employee, or agent. These officers, employees, and agents must submit to and pass background investigations performed by the State, as set out in greater detail in section 4.13, below. The background investigation

and personnel information submission requirements will apply during the ramp-up, installation, training, and maintenance phases contemplated under this contract, as well as the performance and operations phases.

1.1.13.10 Personal Information Protection Act – The vendor agrees to comply with the Illinois' Personal Information Protection Act Public Act 94-36 addresses the protection of personal information such as social security numbers, driver's license number, or credit/debit card numbers. The Act sets a policy that all public and private entities must follow in cases in which there is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the data collector. In cases where a breach occurs, notification must be given to the individuals affected immediately after the breach is discovered.

1.1.13.11 Personally Identifiable Information (PII) – Through the Service Level Agreement, Vendor must clearly identify measures it takes to assure the confidentiality of Personally Identifiable Information (PII). PII includes the following: Individually identifiable information from or about an individual customer including, but not limited to: (a) a first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver's license number; (i) IP address; or (j) any other information from or about an individual customer that is combined with (a) through (i) above.

1.1.13.12 Payment Card Industry (PCI) – If the Vendor uses credit cards to collect fees, Vendor must be certified for Payment Card Industry (PCI) standards and must submit to the Agency a copy of its vulnerability scan report attestation of compliance for each quarterly Payment Card Industry (PCI) scan. For PCI standards, see ([https://www.pcisecuritystandards.org/security\\_standards/pci\\_dss.shtml](https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml))

1.1.13.13 Vendor validate offender ID using PIN information supplied by the Department in a mutually agreeable format security.

#### **1.1.14 OWNERSHIP AND TRANSFER / MIGRATION OF DATA**

1.1.14.1 State Ownership of Data – Vendor agrees that the State of Illinois is the owner of all data maintained on these systems. IDOC shall be provided full remote administrative access to any system, recorders, and devices installed at IDOC facilities.

1.1.14.2 Transfer of Data Back to Agency – Prior to completion or termination of the contract and at no cost to the State, the vendor shall take all necessary measures to assure that all data maintained in the hosted environment has been migrated back to the Department of Corrections in exportable tabular format with a data dictionary, upon request by the Agency. Tabular format means a relational format. The return of all stored recorded video visits and documented electronic messages shall be provided to the State of Illinois indexed by offender number, date of electronic communication, and easily searchable prior to completion or termination of the contract.



1.1.14.3 Migration of Data to Another Vendor – Vendor agrees to provide technical assistance, at no charge to the State, transferring the data to a new or replacement system.

1.1.14.4 Destruction of Data at End of Contract – After transfer of data back to Department of Corrections and / or migration of data to a new or replacement system, Vendor, at no charge to the State, agrees to clear the State’s data that resides on its computer hardware or software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. The following method shall be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed by providing the following information: (1) the serial number of the computer or other surplus electronic data processing equipment; (2) the name of the overwriting software used; and (3) the name, date, and signature of the person performing the overwriting process. If the method above will not prevent retrieval of the electronically stored information, a method such as burning in a pyrolytic furnace or other incinerator or incendiary device, destroying in a dry pulverizing system, shredding, grinding, milling, knurling, disintegration, or degaussing is appropriate, and Vendor will be required to certify in writing the method used including the date and time of data destruction.

#### **1.1.15 USER SETTINGS**

1.1.15.1 The System must provide user administration tools for agency administrators, delegated local administrators and end users via web interface. Administrative functions must include user access, roles, and permissions. These functions and roles will be developed and defined as part of the implementation phase.

1.1.15.2 The system must allow roles to be inherited from role groups, for role groups that are designated as such. Role groups will be defined and designated as part of the implementation phase.

#### **1.1.16 COLLABORATION**

1.1.16.1 Provide reports “as needed” by IDOC staff on system usage by offenders, visitors, and public, as well as length and frequency of visits, messages, or deposits, and by relationship to offenders. Standard reports available include, but are not limited to:

1.1.16.1.1 Audit trail: report detailing all actions carried out by offenders and staff using Message2you, including date and time of each action.

1.1.16.1.2 Usage reports: reporting the complete overall usage of Message2you by all external Users, offenders and staff by facility.

1.1.16.1.3 Censored messages per offender - This report shows the number of censored messages received per offender and the name of the external contact that sent the message.

- 1.1.16.1.4 Clear messages per offender - This report shows the number of messages received automatically per offender and the name of the external contact that sent the message.
- 1.1.16.1.5 Screened messages per offender - This report shows the number of screened messages received per offender and the name of the external contact that sent the message.
- 1.1.16.1.6 Contact request report – This report shows number of contact requests an offender has received.
- 1.1.16.1.7 Messages Received - This report shows all messages received per offender
- 1.1.16.1.8 Messages Sent - This report shows all messages sent per offender
- 1.1.16.1.9 Offender contacts report – This shows the communication between an offender and an external contact
- 1.1.16.1.10 Undelivered incoming Messages - This report shows the number of messages undelivered per offender and which external user sent the message
- 1.1.16.1.11 Undelivered outgoing messages – This report shows the number of undelivered outgoing messages sent from an offender
- 1.1.16.1.12 Usages Reports - This report shows overall usage of the message2you officer interface

#### **1.1.17 LICENSING, WARRANTIES, INSTALLATION AND SUPPORT**

- 1.1.17.1 The vendor agrees that any system software developed and/or provided under this Agreement must be placed in a third party escrow account and must be available to the state of Illinois in the event the Vendor decides to no longer provide support to this product.
- 1.1.17.2 The vendor must participate in acceptance testing with a selected number of external users to verify that the entire solution functions properly. Specifics related to acceptance testing will be developed as part of the implementation plan.
- 1.1.17.3 The vendor must provide technical support for information technology personnel for technical problems with calls received from technical and program staff, not from end users.
- 1.1.17.4 System Support must be readily available during regular business hours on a daily basis to assist with problem analyses and provide instructions for troubleshooting problems.
- 1.1.17.5 The help desk must provide a guaranteed callback time minimum.
- 1.1.17.6 The help desk must provide a published escalation policy for problems that cannot be resolved by first-line help desk personnel.

1.1.17.7 Emergency contact should be available during all non- business hours with a two (2) hour response time seven (7) days a week.

1.1.17.8 The vendor must provide a maintenance agreement for its core system, proposed and bid modules, and any vendor-supplied software and interfaces effective upon deployment of any portion of the system.

1.1.17.9 SLA for technical services and ticket escalation – See Schedule C

### **1.1.18 HARDWARE/SOFTWARE REQUIREMENTS**

1.1.18.1 The Vendor must provide all hardware/software necessary to support the system.

1.1.18.2 The system shall be IP based. Vendor shall provide all network, routing and switching, independent of the IDOC WAN. Visitation equipment shall be H.323 compatible. Any necessary cabling, conduit or drilling shall be provided by the vendor. IDOC agrees to allow the vendor access to any dark fiber or spare inter-building cable pairs for use to facilitate connectivity from the end user (inmate) device to the control unit (servers) within each facility. In the event dark fiber or inter-building spare cable pairs are not available, IDOC agrees that the vendor will be allowed to use existing conduit, raceways and innerduct to install additional fiber or copper, at vendor's expense. If such conduit, raceways or innerduct is not available vendor will install at no expense to IDOC. Additionally, if cable pairs or fiber are needed by IDOC the vendor will forfeit IDOC cable pairs or fiber and install additional cable pairs or fiber, at vendors expense. Fiber installations must meet DoIT standards.

1.1.18.3 Vendor will install access points to enable Tablet access under the Wireless Program as reasonably permitted by layout and other characteristics of Phase I and Phase II facilities. IDOC must allow the installation and use of a multiple channel wireless network within the 2.4GHz and/or 5GHz bands for use by the Vendor with the Wireless Program. Vendor must confer with IDOC Telecom on inside wiring projects. All networked visitation devices shall be manageable via a software/browser interface. Vendor shall ensure sufficient bandwidth to support visitation devices, electronic messaging, electronic funds transmission system, offender MP3 player system, and legal research tools and adjust accordingly when devices are added at any site.

1.1.18.4 The vendor agrees to provide a system which is compatible with the State of Illinois' existing hardware and software architecture as follows:

1.1.18.4.1 Pentium and AMD based workstations

1.1.18.4.2 Client Systems – Web based (Microsoft) and Client Server

1.1.18.4.3 E-mail – standard SMTP.

1.1.18.4.4 Internet Explorer version 8 compatible

### 1.1.19 TRAINING

1.1.19.1 Vendor will be responsible for coordinating all training. Training shall be coordinated and conducted with each facility's Warden/Supervisor or designee on or about the time of operational rollout of the video visitation program. Vendor must provide user training: at minimum 2 different training sessions per correctional facility and ATC. The Vendor and the IDOC staff must sign off to indicate when training is complete. The training plan must include the following types of training:

1.1.19.1.1 Technical

1.1.19.1.2 System Administrators

1.1.19.1.3 Administrators of interfaced applications

1.1.19.1.4 Alert/notification Managers

1.1.19.1.5 System members/users

1.1.19.1.6 Alert/notification subscribers

1.1.19.2 Training must include detailed, easy-to-use, and printable training materials which are reproducible in-house. The State of IL must have authority to reproduce or modify materials for training purposes. The vendor will provide (2) two copies of all equipment documentation, training, operational, and repair manuals to each correctional facility upon program launch, and for each system update if deemed necessary by IDOC. Additionally, legal research tools must have product tutorials to be utilized by staff and offenders.

1.1.19.3 Vendor will conduct a walking tour of the completed system and describe the function, operation, and maintenance of each component.

**BB** For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

### 1.2. MILESTONES AND DELIVERABLES:

**1.2.1.** Communication Plan – the Vendor shall provide IDOC a communication plan, including tools for Facility Staff, Friends and Family, Offenders explaining prices, messages, account set up, scheduling and instructions on each service area.

**1.2.2.** Other Services – During the course of this contract IDOC may choose to implement one or more of the services offered through the Direct2 Inmate suite, any additional services implemented will be detailed through an amendment to this contract.

**1.3. VENDOR / STAFF SPECIFICATIONS:** Contractor’s Personnel who will be entering the grounds of the facilities to provide service must agree to and pass a background investigation conducted by the department. The background investigation may include a drug screening test, if required by the department. Contractor’s Personnel who will be entering the grounds of the facilities must complete and sign an “Authorization for Release of Personal Information”. Contractor(s) shall not assign Personnel to duties at the facilities that have not passed the Background Investigation. Failure to comply with these requirements may result in termination of the contract.

**1.4. TRANSPORTATION AND DELIVERY:** N/A

**1.5. SUBCONTRACTING**

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

**1.5.1.** Will subcontractors be utilized?  Yes  No

- Subcontractor Name: [Click here to enter text](#)

Amount to be paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to be paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of work: [Click here to enter text](#)

**If additional space is necessary to provide subcontractor information, please attach an additional page**

**1.5.2.** All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

**1.5.3.** If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

**1.5.4.** If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

**1.5.5.** If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

**1.6. SUCCESSOR VENDOR**

Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

**1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Various Department of Corrections Facilities

Value of services performed at this location: 100%

## 2. PRICING

**2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

**2.2 EXPENSES ALLOWED:** Expenses are not allowed.

**2.3 VENDOR'S PRICING:** Attach additional pages if necessary.

2.3.1 Debit Link Accounts. All offender services (excluding, for the avoidance of doubt, Tablet purchases) may be purchased using Link Units (as defined below). Furthermore, offender subscriptions and printing services may only be purchased using Link Units. Each inmate may purchase Link Units through a special purpose account created for the inmate (individually "Debit Link Account" and collectively "Debit Link Accounts"). The cost of each Link Unit is one penny (\$0.01). Inmates may fund their Debit Link accounts by transferring monies from their trust accounts. Once purchased, Link Units may only be returned to an inmate's trust account or redeemed by the inmate (as applicable) upon termination of the Offender services at State facilities or upon the inmate's release. The State will allow the creation of Debit Link Accounts for offenders.

2.3.2 Messaging Credits. Inmate may pay for Inmate Messaging using Link Units or Messaging Credits. Inmate Families and Friends may pay for Inmate Messaging using only Messaging Credits. Each inmate may purchase Messaging Credits through a special purpose account created for the inmate (individually "Messaging Credit Account" and collectively "Messaging Credit Accounts"). Inmates may fund their Messaging Credit accounts by transferring monies from their trust accounts. Once purchased, Messaging Credits may only be returned to an inmate's trust account or redeemed by the inmate (as applicable) upon termination of the Offender services at State facilities or upon the inmate's release. The State will allow the creation of Inmate Messaging Accounts for offenders. Inmate families and friends may purchase Messaging Credits through Vendor's consumer-facing channels. All sales of Messaging Credits to inmate families and friends are final.

2.3.3 Due to COVID-19 concerns, vendor agrees to provide the following: **(See attachment D)**

Effective November 1, 2021, that the pricing for services table listed under subsection 2.1.3 of the Agreement is hereby deleted and replaced with the following pricing for services table:

2.1.3.1	Video Visitation Pricing to Visitor	Rate	Hardware
	Rate for 20 - minute interval	\$3.25	Flex Unit
2.1.3.2	Electronic Messaging Pricing	Rate	Hardware
	Price for a single Credit	\$0.15	Flex Unit, Wired Tablet, or Wireless Tablet
	Price for 20 Credits	\$34.00	Flex Unit, Wired Tablet, or Wireless Tablet
	Price per single message	1 Credit or 15 Link Units	Flex Unit, Wired Tablet, or Wireless Tablet
	Price per single photo attachment	1 Credit or 15 Link Units	Flex Unit, Wired Tablet, or Wireless Tablet
	Price per video attachment	1 Credit or 15 Link Units	Flex Unit, Wired Tablet, or Wireless Tablet
2.1.3.3	Pricing for Electronic Funds Transfer	Rate	Hardware



	Straight rate for per dollar sent	\$0.155	
	Discounted rate for dollar intervals:		
	\$.01 - \$ 30.00	\$4.00	
	\$30.01 - \$100.00	\$4.75	
	\$100.01 - \$200.00	\$4.75	
	\$200.01 - \$300.00	\$6.30	
2.1.3.4	MP3 Download Pricing for Offenders	Rate	Hardware
	Price per single MP3 downloads	\$1.60	Wired Tablet
	Price per 20 MP3 downloads	\$28.00	Wired Tablet
2.1.3.5	Price for Printing for Offenders	Rate (paid in Link Units Only)	Hardware
	Price per Mono print message (in 2-way messaging scenario)	\$0.07	Flex Unit, Wired Tablet, or Wireless Tablet
	Price per Mono print photo attachment	\$0.07	Flex Unit, Wired Tablet, or Wireless Tablet
	Price per Color print photo attachment	\$0.12	Flex Unit, Wired Tablet, or Wireless Tablet
	Price per Mono print Law Library document (per page)	\$0.10	Library Kiosk
2.1.3.6	Equipment Cost for MP3 Player and Accessories	Rate	
	Player 1.0 cost to IL DOC (from Inmate Commissary Funds)	\$59.99	

	Player 1.5 cost to IL DOC (from Inmate Commissary Funds)	\$74.99	
	Player 2.0 Cost to IL DOC (from Inmate Commissary Funds)	\$99.99	
	Replacement Headphones (from Inmate Commissary Funds)	\$5.99	
	Replacement Chargers (from Inmate Commissary Funds)	\$7.99	
2.1.3.6.1	Hourly subscription & Service Infrastructure Fees		
	3 Hour Unlimited Movies	\$3.99	No Commission or Cost Recovery
	24 Hour Unlimited Movies	\$7.99	No Commission or Cost Recovery
2.1.3.7	Thirty (30) day Subscriptions	Rate (Link Units Only)	Hardware
	Music – base	\$7.19	Wireless Tablet Only
	+additional service infrastructure charge	\$12.80	
	Total 30 – day Music Subscription	\$19.99	
	Games - Base	\$1.60	Wireless Tablet Only
	+additional service infrastructure charge	\$3.19	
	Total 30 – day Games Subscription	\$4.79	
	Podcasts – Base	\$3.19	Wireless Tablet Only
	+ additional service infrastructure charge	\$4.80	

	Total 30 – day Podcasts subscription	\$7.99	
	Newsfeed - Base	\$3.19	Wireless Tablet Only
	+ additional service infrastructure charge	\$4.80	
	Total 30 – day Newsfeed	\$7.99	
2.1.3.8	Ninety (90) day Subscriptions	Rate (Link Units Only)	Hardware
	Music – base	\$21.58	Wireless Tablet Only
	+additional service infrastructure charge	\$32.42	
	Total 90 – day Music Subscription	\$54.00	
	Games - Base	\$4.80	Wireless Tablet Only
	+additional service infrastructure charge	\$8.16	
	Total 90 – day Games Subscription	\$12.96	
	Podcasts – Base	\$9.58	Wireless Tablet Only
	+ additional service infrastructure charge	\$11.98	
	Total 90 – day Podcasts subscription	\$21.56	
	Newsfeed - Base	\$7.99	Wireless Tablet Only
	+ additional service infrastructure charge	\$12.00	
	Total 90 – day Newsfeed	\$19.99	

2.1.3.9	One Hundred and Eighty (180) day Subscriptions	Rate (Link Units Only)	Hardware
	Music – base	\$43.15	Wireless Tablet Only
	+additional service infrastructure charge	\$52.81	
	Total 180 – day Music Subscription	\$95.96	
	Games - Base	\$9.60	Wireless Tablet Only
	+additional service infrastructure charge	\$11.96	
	Total 90 – day Games Subscription	\$21.56	
	Podcasts – Base	\$19.15	Wireless Tablet Only
	+ additional service infrastructure charge	\$16.81	
	Total 180 – day Podcasts subscription	\$35.96	
	Newsfeed - Base	\$15.19	Wireless Tablet Only
	+ additional service infrastructure charge	\$23.20	
	Total 180 – day Newsfeed	\$38.39	
2.1.3.10	One Year (365) day subscriptions	Rate (Link Units Only)	Hardware
	Music – base	\$86.30	Wireless Tablet Only
	+additional service infrastructure charge	\$73.69	
	Total 365 – day Music Subscription	\$159.99	

	Games - Base	\$19.20	Wireless Tablet Only
	+additional service infrastructure charge	\$15.40	
	Total 365 – day Games Subscription	\$34.60	
	Podcasts – Base	\$38.30	Wireless Tablet Only
	+ additional service infrastructure charge	\$19.26	
	Total 365 – day Podcasts subscription	\$57.56	
	Newsfeed - Base	\$27.19	Wireless Tablet Only
	+ additional service infrastructure charge	\$40.00	
	Total 365 – day Newsfeed	\$67.19	

**2.3.4 Vendor’s Price for the initial Term: This is a Zero Dollar (\$0.00) to the Department.**

**BB** For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor’s Price for the Initial Term.

**2.4 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$[Click here to enter text](#) without a formal amendment.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract will start **12/24/2022 through 3/23/2023.**

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL: N/A**

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois Department of Corrections
Attn:	Accounts Payable
Address:	1301 Concordia Ct.
City, State Zip	Springfield, IL 62794

See attached BidBuy Purchase Order

**BB** For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

**4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

**4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

**4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.



- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees

and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

**4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

**4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

**4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

**4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity

**4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

**4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

## 5. SUPPLEMENTAL PROVISIONS

### 5.1. STATE SUPPLEMENTAL PROVISIONS

- Agency Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Agency Specific Terms and Conditions
- Other (**COVID-19 PROTECTIONS**)

In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders

### 5.2. VENDOR SUPPLEMENTAL PROVISIONS

- Listing of LexisNexis Provided Legal Research Content

5.2.1 Deliverables As A Service. Notwithstanding anything to the contrary in this Contract, the State and Vendor acknowledge and agree that all deliverables under this contract, including any hardware and software, but not including MP3 players purchased by inmates, are provided as a service. Accordingly, Vendor shall retain all right, title, and interest in all products and material as further detailed below, except as specifically stated. All end user products and services, including MP3

players, any software, and media will be subject to those terms and conditions supplied with the corresponding products and services.

5.2.1.1 Equipment and Hardware. Vendor shall retain all right title and interest in and to all equipment and hardware supplied under this Contract, excluding however, cabling, wiring, and conduits, and MP3 Players purchased by inmates.

5.2.1.2 Software, Documentation and Other Intellectual Property. All software, documentation, and other intellectual property (collective the "IP") supplied or made available to the State through this contract is being provided on a term license only, as long as this contract is in effect, and shall not constitute a sale of that IP. Nothing in this contract or through Vendor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Vendor and its licensors.

During the term of this contract, Vendor grants the State a non-exclusive, non-transferable, license to use the IP solely for using the products and services supplied by Vendor in the manner contemplated by this contract. The State shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software.

5.2.2 Monitoring and Recording. The State stipulates that Vendor has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control use of any recording or monitoring capabilities supplied to Premises Provider under this contract, or compliance therewith. The State has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the video visit monitoring and recording capabilities supplied through this contract. Vendor disclaims any responsibility to provide, and in fact has not provided, State any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. State agrees that it is solely responsible for any liability arising out of its failure to comply with such law, regulation or guideline.

5.2.3 Exclusive Provider. Throughout the term of this Contract, Vendor shall have the exclusive right to supply to the Department of Corrections the products and services provided by the Vendor under this Contract, except for electronic fund transfer services, which the Department of Corrections may elect to continue receiving from multiple vendors, and except to the extent the exclusivity contemplated by this Subsection violates the Department of Corrections' obligations under any law or contract by which the Department of Corrections is bound. The exclusivity clause shall not apply to services or products the Vendor is incapable of providing or in instances the product or service of the Vendor is insufficient to meet the needs of the Department. Except, however, the Department shall provide Vendor with no fewer than 21 days' notice of any perceived "deficiency" as that word is utilized in this paragraph only ("Notice Letter") and said Notice Letter shall detail Department's reasons for finding a "deficiency" and the need sought by the Department. Vendor shall have an opportunity to respond in writing to Notice Letter and, if agreed to by the Parties, provide the provision of services and/or product discussed in the Notice Letter prior to any other vendor or provider.

## 5.2.4 LexisNexis Services – Inmate Access

5.2.4.1 This Section relates only to the LexisNexis Research Tools and Content (“Materials”). Materials are provided in groups of Materials that LN calls “Inmate Participating Billgroups.” “Authorized Terminals” means an individual computer (i.e., laptop, workstation, etc.) kiosk or dumb terminal for which the Vendor has embedded a LexisNexis identification number to access the Materials under an Inmate Participating Billgroup (“LN ID”). Only the Department’s employees and inmates under the Department’s control and supervision are eligible to access and use the Materials via the Authorized Terminals. The Department will implement policies and procedures to prevent unauthorized use of the Authorized Terminals and LexisNexis IDs and will immediately notify Vendor , in writing, if it suspects that a LexisNexis ID is lost, stolen, compromised, or misused.

5.2.4.2 The Department agrees that they are providing access specifically for inmates only and that no LexisNexis service(s) other than the Materials may be used by, or on, behalf of an inmate, through the authorized terminals.

5.2.4.3 In the event Vendor or LexisNexis becomes aware of any security breach situations of the LexisNexis services or any Materials contained therein, then Vendor, and LexisNexis through Vendor, reserves the right to immediately suspend all inmate access until such incident is resolved to Vendor’s satisfaction, subject to the notice provisions of Section 1.1.3.9.

**Attachment A**

<b>Content LexisNexis Provides</b>
Illinois Compiled Statutes Annotated
Illinois Judicial Decisions
United States Code Service
U.S. Supreme Court Reporter, Lawyer's Edition
Federal Cases - All Circuits
Federal Cases - All Circuits
Federal Cases - All U.S. District Courts
Shepard's (U.S., Federal, Illinois)
Moore's Federal Rules Pamphlets & U.S. Code Service
Bender's Federal Practice Forms & Criminal Defense Techniques
Illinois Criminal Defense Motions & Illinois Civil Procedure LexisNexis Forms
Illinois Administrative Code
Illinois Forms of Jury Instruction (civil instructions only)



## Attachment B - GTL Software Support – Priority Matrix

Priority	Category	Criteria	Response	Notification	Resolution	Metric
1	<b>Critical</b>	Mission critical area is down with no alternative to conduct business.  (IMPACT: Everywhere)	GTL will respond within 1 hour to provide course of action and estimate of resolution.	GTL will provide status updates every hour until resolved. Alternatively, an alternative interval agreed on with customer.	Immediate attention until resolved or customer approved resolution/plan established. Escalation process must be used after 8 hours of continuous effort.	96% resolved within 4 hours
2	<b>Important</b>	Non-Mission critical area-down with no alternative to conduct business, or mission critical area down with alternative, or a single workstation or application is unusable. Application failing frequently.  (IMPACT: Limited)	GTL will respond within 4 hours to provide course of action and estimate of resolution.	Status updates upon status change. No periods greater than 24 hrs.	Priority attention - Problem dispatched and work begins within 4 hours of call M-F, or beginning of next Business day, utilizing in-group expertise. Escalation process triggered after 24 hours.	96% resolved within 24 hours
3	<b>Individual Impact - Workaround Available</b>	Single user problem: 2 workaround is available; client able to work in degraded mode 3 Performance issue	GTL will respond within 1 business day to provide course of action and estimate of resolution.	Status updates upon status change. No periods greater than 3 days. Alternatively, as agreed to with requester.	Problem dispatched within 4 hours of call M-F, or beginning of next business day, utilize past problem resolutions, in-group expertise, and research to resolve problem. *	96% resolved within 7 days
4	<b>Scheduled over Five Days</b>	Any request that: <ul style="list-style-type: none"> <li>• Requires effort beyond 5 business days.</li> <li>• Installation requests.</li> <li>• Projects.</li> <li>• Has no immediate business or service performance impact</li> </ul>	GTL will respond within 3 business days to provide course of action and estimate of resolution.	As determined by project plan	Problem assigned to project resource, as required by plan.	As stated in published project plan

**Attachment C –Service Level Agreement - Escalation Response Timeline**

Use this for customers that have a dedicated technician(s) and have all the sites within the range to accomplish that which is stated.				
Priority	Category	Criteria	Response	
1	Critical Issue	Entire Video Visitation system is down at one or more sites.	1 hour	Remote response time to identify issue and initiate resolution. Login and define issue, initiate resolution steps, including remote diagnostics and testing if applicable.
			4 hours	If dispatch is required, technician on-site within 4 hours of reported issue if access is available and approved by facility. This time shall be arrival of technician on-site if access is not available or facility requires other than immediate dispatch.
			8 hours	Issue resolved/repair completed for repairs conducted remotely or with dispatched technician arrival on site with immediate dispatch. For delayed dispatch based on facility request, issue resolved/repared 4 hours after arrival of technician on-site.
2	Major Issue	More than one Video Visitation unit within a given inmate pod/area or visitor area is down at a given facility.	1 hour	Remote response time to identify issue and initiate resolution. Login and define issue, initiate resolution steps, including remote diagnostics and testing if applicable.
			6 hours	If dispatch is required, technician on-site within 6 hours of reported issue if access is available and approved by facility. This time shall be arrival of technician on-site if access is not available or facility requires other than immediate dispatch.
			10 hours	Issue resolved/repair completed for repairs conducted remotely or with dispatched technician arrival on site with immediate dispatch. For delayed dispatch based on facility request, issue resolved/repared 6 hours after arrival of technician on-site.
3	Minor Issue	Single Video Visitation unit within inmate pod/area, visitor unit, or monitoring unit is down at a given facility.	2 hours	Remote response time to identify issue and initiate resolution. Login and define issue, initiate resolution steps, including remote diagnostics and testing if applicable.
			8 hours	If dispatch is required, technician on-site within 8 hours of reported issue if access is available and approved by facility. If after 6pm, dispatch will occur the following morning.
			12 hours	Issue resolved/repair completed for repairs conducted remotely or with dispatched technician arrival on site with immediate dispatch. For delayed dispatch based on facility request, issue resolved/repared 6 hours after arrival of technician on-site.

# STATE OF ILLINOIS

## TAXPAYER IDENTIFICATION NUMBER

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I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
  - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                              |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|  | <input type="checkbox"/> P = partnership   |

**Signature of Authorized Representative:** \_\_\_\_\_

## STATE OF ILLINOIS

### EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

[Click here to enter text](#) agrees with the terms and conditions set forth in the State of Illinois Request For Quote, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL VENDOR TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

The Illinois Department of Corrections hereby agrees to the exceptions provided by [Click here to enter text](#) and to the Additional Terms and Conditions provided by [Click here to enter text](#).

Agreed: <a href="#">Click here to enter text</a>	Agreed:
By: <a href="#">Click here to enter text</a>	By:
Signed:	Signed:
Position: <a href="#">Click here to enter text</a>	Position:
Date: <a href="#">Click here to enter a date.</a>	Date: